fenbarger, J., *dissenting*. See Comment, YALE LAW JOURNAL, Vol. XVI, page 48.

COPYRIGHTS—WHAT CONSTITUTES INFRINGEMENT.—SAMPSON & MURDOCK CO. V. SEAVER-RADFORD CO., 140 FED. 539.—*Held*, that a person's action in copying names and addresses from complainant's city directory, verifying these by sending canvassers to the addresses given and afterwards publishing unchanged such information as was found to be correct, was an infringement.

CORPORATIONS—FOREIGN CORPORATIONS—NOTICE TO ATTORNEYS.—STATE EX INF. HADLEY ATTY. GEN. V. STANDARD OIL CO., OF IND. ET AL. 91 S. W. (Mo.) 1062.—*Held*, that notice to an attorney of record is notice to the client in proceedings against a foreign corporation.

This doctrine was established to avert the evils resulting from the operation of the contrary view. *St. Clair v. Cox*, 106 U. S. 350. Under this view foreign corporations could not be sued. *McQueen v. Middleton Mfg. Co.*, 16 Johnson (N. Y.) 5. Attachment upon property within the court's jurisdiction was the only remedy. *Robb v. Chicago & Q. R. Co.*, 47 Mo. 540; *Andrews v. Mich. Cen. R. R. Co.*, 99 Mass. 534. With the great increase in the number of corporations the federal court in Massachusetts revoked the state practice. *Hayden v. Androscoggin Mills*, 1 Fed. 93. This view has been followed subsequently: *Eureka Lake Co. v. Yuba County*, 116 U. S. 410; though not universally. *Williams v. Iron Bolt B. & L. Ass'n.*, 131 N. C. 267. Under this doctrine the state may prescribe its own conditions for service of process upon foreign corporations. *Van Dresser & Oregon Ry. & Nav. Co.*, 48 Fed. 202; and by doing business such corporations waive their rights to object. *Merchant's Mfg. Co. v. Grand Trunk R. Co.*, 13 Fed. 358. A rule contrary to the one as stated in the principal case has been held. *Thatch v. Continental Traveler's Mutual Accident Ass.*, 114 Tenn. 271.

CORPORATIONS—STATUTORY LIABILITY OF STOCKHOLDERS—ENFORCEMENT IN OTHER STATES.—CONVERSE V. AETNA NAT. BANK, 64 ATL. 341 (CONN.).—*Held*, that by purchasing stock in a corporation the stockholder incurs a liability to perform such contractual obligations as are attached by the laws of the corporation's domicile to the ownership of its capital stock, statutory liabilities imposed upon stockholders being such contractual obligations. Hamersley, Case, JJ., *dissenting*.

This decision is in harmony with the presnt tendency in most jurisdictions towards a liberal enforcement of the statutory liabilities of stockholders in a corporation created under the laws of another state. Most states enforce these statutory liabilities, imposed upon stockholders by the laws of another state, under the head of contractual obligations. *First Nat. Bank, of Deadwood v. Gustin Minerva Consolidated Mining Co.*, 42 Minn. 327. Former decisions inclined to construe such statutes as penal in their nature, and hence, were extremely reluctant to enforce them. *Sayles v. Brown*, 4 Fed. 8. The courts of a few states still refuse to countenance their enforcement. *Crippen v. Laighton*, 69 N. H. 540. All courts hold that a special remedy is exclusive and the liability imposed by such a statute will not be enforced in another state, where such remedy is not afforded by the law of such other state. *Russell v. Pacific Railway Co.*, 113 Cal. 258. Nor will such a statutory obligation be enforced when a suit in equity would be necessary to adjust the claims of the various parties. *Bates v. Day*, 198 Pa. State 513.